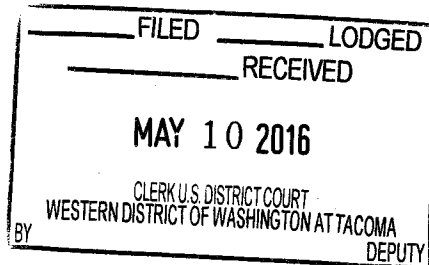


HONORABLE ROBERT J. BRYAN



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

WILLIAM L MCVEIGH,

Plaintiff,

vs.

Case No.
3:16-cv-05174-RJB

AMENDED
COMPLAINT

CLIMATE CHANGERS, INC., JW
BROWER HEATING AND AIR
CONDITIONING.,
INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL, AND
TRANSPORTATION WORKERS,
LOCAL 66 Defendant(s)

JURISDICTIONS AND VENUE

1) WILLIAM L MCVEIGH (hereinafter "I" or "Plaintiff") respectfully brings this action under Section 301 of the Labor Management Relations Act of 1947, 29 U.S.C. § 185(a), to rescind all false statements, rehabilitate wrongdoers with personal and social deterrence, recover compensatory and punitive damages, and attorney's' fees and costs incurred as a result of Defendant CLIMATE CHANGERS INC., JW BROWER HEATING AND AIR

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COMPLAINT

William L McVeigh
Plaintiff in Pro Per

1 CONDITIONING (hereinafter "Brower")'s violation of its collective
2 bargaining agreement with Defendant INTERNATIONAL ASSOCIATION of
3 SHEET METAL, AIR, RAIL, and TRANSPORTATION WORKERS, LOCAL 66
4 (hereinafter "Local 66") and as a result of Local 66's breach of its duty of
5 fair representation by failing to process meritorious grievances against
6 Brower arising from the August 5th, 2015, termination of Plaintiff's
7 employment.
8

9 2) UNITED STATES DISTRICT COURT WESTERN DISTRICT OF
10 WASHINGTON has jurisdiction pursuant to 28 U.S.Code § 1331 (Federal
11 question), 28 U.S. Code § 1343 (Civil rights and elective franchise), and 28
12 U.S. Code § 1367 (Supplemental jurisdiction).
13

14 3) I was a employee of Brower, am member in good standing with
15 Local 66, and reside in Pierce County, Washington.

16 4) Brower does business in Pierce County, Washington.

17 5) Local 66 does business in Pierce County, Washington.

18 6) The VENUE is appropriate due to the events that gave rise to this
19 complaint occurred in this District.
20

21 STATEMENT OF FACTS

22 7) Plaintiff William L McVeigh was employed by Brower and was
23 represented for the purpose of collective bargaining by Local 66, at all
24 times material to this action.
25

8) Plaintiff was indefinitely suspended from his employment on or

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Plaintiff in Pro Per

1 about August 5, 2015, which action amounted to the termination of
2 plaintiff from his employment.

3 9) Brower was a party to a collective bargaining agreement with the
4 co-defendant Local 66, which agreement required the following:
5

6 a. that the plaintiff when terminated shall receive a termination slip
7 at

8 the end of the shift stating the reason for termination.

9 b. that the plaintiff to be dispatched to another job must provide
10 evidence of termination and the reason(s) for termination.

11 c. that the plaintiff has the right to appeal procedures of the
12 collective

13 bargaining agreement.

14 d. that the plaintiff when discharged shall be paid in full.

15 e. that the plaintiff when working overtime shall receive one and
16 one-

17 half (1/2) times the amount of regular pay.

18 f. that the plaintiff's hours worked after 7:00 p.m. shall be paid at
19 one

20 and one half (1-1/2) times of established regular hourly rate.

21 g. that termination slips must be filled out by the Employer

22 h. that the agreement covers conditions of employment for plaintiff

23 10) Brower terminated plaintiff without just cause in reckless and
24 callous disregard of plaintiff's rights.
25

1 11) Local 66 handled plaintiff's apparently meritorious grievance(s)
1

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1 arising from his discharge in an arbitrary and perfunctory manner and in so
2 doing acted in reckless and callous disregard of plaintiff's rights.

3
4 12) Plaintiff has, since August 5, 2015, actively sought employment
5 from other employers, has repeatedly been rejected for such other
6 employment and has no expectation or opportunity to be employed in the
7 future in substantially equivalent employment.

8
9 13) During the period from August 5, 2015, until March 3, 2016, the
10 plaintiff William L McVeigh lost wages and fringe benefits in the amount of
11 \$75,479.00.

12 14) The collective bargaining agreement of the parties implies just
13 cause for termination.

14
15 15) If plaintiff's grievance(s) had been arbitrated as provided for in
16 the collective bargaining agreement of the parties a result could have been
17 anticipated by approximately December, 2015, reinstating plaintiff in his
18 employment.

19 16) Plaintiff would have been returned to his job earlier if the Local
20 66 had fulfilled its duties.

21
22 17) Plaintiff could not proceed independently of Local 66 and
23 reasonably relied upon Local to protect his rights.

24 18) The events surrounding the plaintiff's termination show the
25 impracticality of reinstating plaintiff to his employment.

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1 19) Plaintiff is presently forty-four years old and could have
2 reasonably expected to be employed by Brower for an additional twenty-six
3 years.

4 20) At all times relevant herein, Plaintiff is a 44 year old male and
5 father to a minor and an adult child. He has been a HVAC technician for
6 over 20 years in the construction trade around Pierce County, Washington.
7 Plaintiff is a member in good standings with Local 66 and was hired by
8 Brower on or about 22 July, 2015. Plaintiff has relied on Local 66's exclusive
9 representation in employment matters with Brower.
10

11 21) At all times relevant herein, Brower is a Corporation licensed in
12 the State of Washington as a General Construction contractor located at
13 3424 SOUTH TACOMA WAY, TACOMA, WA 98409. Brower is subject to a
14 Collective Bargaining Agreement (hereinafter "CBA") with Local 66.
15

16 22) At all times relevant herein, Local 66 is a labor organization that
17 represents Plaintiff in the sheet metal industry. Local 66's primary office is
18 located at 11831 BEVERLY PARK ROAD B-2, EVERETT, WA 98204 with a
19 satellite office located at 2725 Williamson Place, Dupont, WA 98327. Local
20 66 is subject to a CBA with Brower.
21

22 23) At all times relevant herein, Brower's owner, Marlene Harnish
23 (hereinafter "Owner Harnish"), manages schedules, time cards, and
24 determines who is hired or terminated. Owner Harnish was Plaintiff's only
25 supervisor and directed him when and where to go for his daily tasks in the

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1 office, shop, or field.

2 24) At all times relevant herein, Jeff Stowe (hereinafter "Rep Stowe")
3 is Plaintiff's Union business agent. Rep Stowe works as a liaison for Plaintiff
4 and Brower. Rep Stowe protects Plaintiff's rights in matters of employment
5 and pay. Rep Stowe handles Plaintiff's grievances and complaints against
6 Brower.
7

8 25) At all times relevant herein, Kristine Misener (hereinafter "AA
9 Misener") was an employee of Brower doing office work and not a member
10 of Local 66. Brower informed Plaintiff that AA Misener had put in her "two
11 weeks notice" before Plaintiff became her co-worker.
12

13 26) At all times relevant herein, Christine Saunders (hereinafter
14 "FABCHR Saunders") is an employee of Brower. Brower informed Plaintiff
15 FABCHR Saunders was a Forensic Analyst trying to discover fraud by past
16 employees. Plaintiff learns FABCHR Saunders' has additional roles as a
17 Business Consultant and Human Resources representative for Brower.
18

19 27) At all times relevant herein, Robblee Detwiler & Black, P.L.L.P.
20 (hereinafter "PLL"), is located at 2101 FOURTH AVENUE SUITE 1000,
21 SEATTLE, WA 98121 and represents Local 66.

22 28) At all times relevant herein, Daniel Hutzenbiler (hereinafter "Mr.
23 Hutzenbiler") is an attorney working for PLLP.
24

25 29) At all times relevant herein, Bradley Medlin (hereinafter "Mr.
Medlin) is PLLP's senior associate and appeared for Plaintiff's Employment

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1 Security Department (hereinafter "ESD") appeal on 22 October, 2015.

2
3 30) At all times relevant herein, Mary Ellen Goodwin (hereinafter "ALJ
4 Goodwin") is an Administrative Law Judge (hereinafter "ALJ") working for
5 the Office of Administrative Hearings (hereinafter "OAH") that presided
6 over Plaintiff's ESD appeal.

7 31) At all times relevant herein, Joe Deters (hereinafter "Lennox Joe")
8 is the manager of Lennox Industries located at 20003 85th AVENUE SOUTH,
9 KENT, WA 98031 and has known Plaintiff for over 10 years. Lennox Joe is a
10 eyewitness of events related to Plaintiff's termination from Brower.
11

12 32) At all times relevant herein, the late Al Fellenberg, husband to
13 Mary Anne Fellenberg (hereinafter "Mother Fellenberg") and father to Rae
14 Fellenberg (hereinafter "Daughter Fellenberg"), was a employee of Brower.
15 Mother Fellenberg resides in Fircrest, WA, and is a customer of Brower.
16 Daughter Fellenberg and Leon Proost (hereinafter "Mr., Proost") reside
17 adjacent to Mother Fellenberg and are eyewitnesses of circumstances
18 related to Plaintiff's termination from Brower.
19

20 33) At all times relevant herein, Denise M Eaton (hereinafter "Proxy
21 Eaton") is married to Ross Eaton (hereinafter "Husband Eaton"), sister in
22 law to Cal Eaton (hereinafter "Brother Eaton"), and sister to Barb
23 (hereinafter "Sister Barb"). Proxy Eaton acts as a spokesperson and has
24 collected particular information from the aforementioned in this paragraph
25 relating to the circumstances surrounding Plaintiff's termination from

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COMPLAINT

William L McVeigh
Plaintiff in Pro Per

1 Brower.

2
3 34) At all times relevant herein, Nate Hicks (hereinafter "Mr. Hicks")
4 had the same title and duties as Plaintiff at Brower. Brower informed
5 Plaintiff that Mr. Hicks had 25 years HVAC field experience, went to a trade
6 school, and started at Brower approximately one month before Plaintiff.

7 35) Plaintiff was dispatched by Rep Stowe on or about 22 July, 2015.
8 Plaintiff's wage package was \$52.87 a hour. Owner Harnish hired Plaintiff
9 after his interview. Mr. Hicks sat in on the interview. Before and during
10 Plaintiff's employment, he received two requests, not spit outside the
11 building and stop wearing cologne. The aforementioned requests were the
12 only rules, instructions, or guidelines Plaintiff ever received in regards to
13 workplace conduct or violence.
14

15 36) Brower, being less than eight employees, did not have written
16 material guidelines or rules regarding workplace conduct or violence when
17 Plaintiff was hired. Brower instead relies on state and federal posters for
18 employee guides. Plaintiff never saw the posters.
19

20 37) On or about 22 July, 2015, while standing at the lobby counter,
21 Owner Harnish, Mr. Hicks, and Plaintiff were talking. During the
22 conversation Plaintiff states he was raised on Vashon Island. Mr. Hicks
23 asked, "Why do so many gays live on Vashon?", then chuckles, and
24 continues, "Because they like to ride ferries!" Owner Harnish did not
25 reprimand Mr. Hicks at the time.

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1 38) On or about 23 July, 2015, Owner Harnish directed Plaintiff to a
2 South Claremont house that is later referred to, by Owner Harnish and
3 Plaintiff, as the "Rainbow House" ("Rainbow House"). Prior to Plaintiff's
4 hiring, Mr. Hicks had diagnosed a problem at the Rainbow House, had the
5 parts, but had never gone back to fix the problem. After three or four
6 attempts by Plaintiff to gain access, he found a woman that let him inside.
7 Plaintiff installed the part, had a small nice chat with the woman about
8 "Walking Dead" the T.V. show, and went back to to the office. At the office,
9 Plaintiff informed Owner Harnish that the equipment was in a very
10 dangerous state and needed replacement.
11

12 39) The last day AA Misener worked, she was blamed for not turning
13 in a key to a lock. Owner Harnish was upset about having another
14 locksmith out to change the locks again and commented, "I've got her [AA
15 Misener's] check. I'm not paying for it!", and pointed both of her thumbs
16 towards her ears a few times.
17

18 40) On or about 27 July, 2015 Owner Harnish asked Plaintiff, "Have
19 you ever been diagnosed with A.D.D. [Attention Deficit Disorder]?" Plaintiff
20 told her he had not. She explained that based on her experience teaching,
21 she could "spot the students with A.D.D. when they walked through the
22 door." Owner Harnish finished, "I'm sure that you have it."
23

24 41) On or about 31 JULY, 2015, Plaintiff took the day off to go
25 camping with his family. While he was loading his vehicle, his phone rang.
Brower needed him at the office. Plaintiff did as directed. He arrived

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1 around 9:00 AM and then was asked to call local wholesalers to find out
2 where some equipment was purchased and by whom. Plaintiff did as
3 directed. After three hours he went home and finished packing. Plaintiff
4 was never paid for this time.

5
6 42) On or about 5 August, 2015, approximately 10:30 AM, Nate
7 Hicks, co-worker, threatens the Plaintiff with physical violence at a job site
8 in the north end of Tacoma ,WA. Approximately 10:45, at office of
9 COMPANY, Plaintiff informs Owner Harnish of threats made. Owner
10 Harnish proposed to keep Hicks away from Plaintiff and let Hicks cool
11 down. Approximately 2:15, Hicks enters a meeting of Plaintiff's, then
12 threatens Plaintiff in the presence of Owner Harnish and two wholesalers.

13
14 43) Approximately 3:50 PM, on or about , 5 August, 2016, with
15 Owner Harnish present, FABCHR Saunders asked Plaintiff, "Do you know
16 the definition of sexual harassment?". To which Plaintiff gave a
17 uneducated response. FABCHR Saunders demonstrated the actions as
18 replying, "It could be as simple as bending over, picking up a screw, putting
19 it on someone's desk, and saying", the last three words came with FABCHR
20 Saunders' voice elevating, eyes squinting, and finger poking in the air at
21 Plaintiff, "NOW YOU'RE SCREWED!"

22
23 44) On or about 5 August, 2015, with Owner Harnish supervising and
24 by her side, FABCHR Saunders terminates Plaintiff's employment under a
25 pretext of "sexual harassment". Plaintiff asked many times "Why?" Owner
Harnish did not answer, FABCHR Saunders did with, "The state of

1 Washington doesn't require me to tell you!"The State of Washington says
2 we don't have to tell you!" and "The State of Washington doesn't require us
3 to tell you!" Before he left, Plaintiff turned in his time cards to Owner
4 Harnish and collected personal records.

5
6 45) Plaintiff did not receive a termination slip when he was
7 terminated. Plaintiff asked for help getting his termination slip. Plaintiff
8 sent the attached letter requesting Brower give him his termination slip
9 with the reasons for termination. Plaintiff received the slip in a letter
10 postmarked 29 October,2015. The slip had SHEET METAL and AIR
11 CONDITIONING CONTRACTORS of WESTERN WASHINGTON and it's official
12 logo as letterhead. Plaintiff's name, address, and last four written on it.
13 Owner Harnish had signed it and dated it. The six boxes under the "reason"
14 section were empty and the comment section read "misconduct".
15

16 46) Brower released documentation about Plaintiff to Local 66 and
17 the Department of Employment Security ("ESD") that concerned his
18 employment at Brower. Mr. Hutzenbiler is the only person Plaintiff is
19 awareof that got to read the documentation sent to him. Rep Stowe did
20 not let Plaintiff know what they found out. Plaintiff asked for the
21 documents on different occasions, from Mr. Medlin and Rep Stowe. The
22 documentation to ESD alleges that Plaintiff, while working for Brower, said
23 "I want to eat your cookie" to AA Misener," asked "What month was she a
24 Playboy centerfold?" [but not directed at anyone], bragged about getting
25 physically thrown off a property where he[Plaintiff] and coworkers had

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William L McVeigh
Plaintiff in Pro Per

1 made sexual statements about a teenage daughter, and used a number of
2 references about customers with alternative lifestyles."

3
4 47) On or about 22 October, 2015, Owner Harnish, FABCHR
5 Saunders, Mr. Hicks, and Plaintiff, by teleconference, were sworn in by ALJ
6 Goodwin. Owner Harnish and FABCHR Saunders both testified that Plaintiff
7 wrote "rainbow girls" on his time card. Brower had faxed Plaintiff's time
8 cards to ESD for ALJ Goodwin. The documents were ruled untimely and not
9 allowed into evidence. Attached are copies of the time cards in the ESD
10 file. Owner Harnish testified that AA Misener had not put in her "two week"
11 notice. Mr. Medlin appeared at this appeal hearing on behalf of the
12 Plaintiff. Mr. Medlin then argued with ALJ Goodwin. ALJ Goodwin
13 reprimanded several times with comments like, "You[Mr. Medlin]'re
14 hurting your client[Plaintiff]'s credibility," and "Mr. Medlin are you trying to
15 testify?" Plaintiff received his benefits.
16

17 48) On or about 5 August, 2015, Plaintiff, by phone, informs Rep
18 Stowe of termination. On or about the 14th Plaintiff emails a plea for help
19 to , Rep Stowe confirms that Union attorney, Daniel Hutzenbiler ("Mr.
20 Hutzenbiler"), has already started working on it for Plaintiff, by seeking
21 answers to Plaintiff's questions. Rep Stowe said he would keep him
22 informed. On the 19th, Plaintiff complains to Rep Stowe about not getting
23 his final pay and overtime. Rep Stowe has Plaintiff email his hours. Plaintiff
24 submitted questions to Rep Stowe for Mr Hutzenbiler on or about 25
25 August, 2015. Plaintiff, on or about 31 August, 2015 requested results of

1 the questions from Rep Stowe. Plaintiff, emailed Rep Stowe on or about 23
2 September Rep Stowe instructed Plaintiff to call Mr. Hutzenbiler on
3 Thursday[3 September, 2015]. When he did Mr. Hutzenbiler told to call
4 him back because he is too busy.

5
6 49) Plaintiff was informed on or about 6 October, 2015, by Mr.
7 Hutzenbiler, of the allegations Brower had sent him. From what Plaintiff
8 understood from the allegations, AA Misener made allegations of "sexual
9 harassment", Mr. Hicks made allegations of unprofessional conduct and no
10 information about an investigation, termination slip, pay, or witness
11 questioning. Rep Stowe receives Plaintiff's second submittal of pay
12 information and Mr. Hutzenbiler requests whatever paperwork I can
13 provide him about my termination. Plaintiff emailed the same paperwork
14 that he emailed Rep Stowe.

15
16 50) Plaintiff started to investigate the circumstances surrounding his
17 termination. He started with Mr. Hicks' statement signed 13 August; 2015,
18 which lead him to the Fellenbergs, who signed a statement contradicting
19 Mr. Hicks'. The Fellenberg's gave Plaintiff the name of Brother Eaton was
20 who gave Plaintiff the name of Proxy Eaton. Proxy Eaton through Sister
21 Barb knows AA Misener. Plaintiff has Lennox Joe's number. All the
22 information Plaintiff collected up to October, 2015 was turned over to the
23 Local 66.

24
25 51) Plaintiff complained, while text messaging Rep Stowe, on or
about 23 October, 2015, about getting the money that was owed. Rep

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COMPLAINT

William L McVeigh
Plaintiff in Pro Per

1 Stowe texted, "Your [Plaintiff's] story is not correct". "Quit trying to mix
2 things up. You sent me your check stubs once on October 6th, the day after
3 you first told me about it. You need to quit playing games." Plaintiff
4 replied, "If you are referring to me sending you my pay info that was owed
5 to me for the second time then yes."

6
7 52) Plaintiff, going over Rep Stowe's head again, called the Local 66's
8 primary office and left a message for Tim Carter ("Mr. Carter"), on or about
9 23 October, 2016. Rep Stowe then sent Plaintiff a email on the 27th stating
10 that in his researching Plaintiff's claim for pay he found that Brower had not
11 received a time card. That Brower would send a check for 9.15 hours.
12 Plaintiff gave the breakdown of hours again and number of work hours he
13 felt he was owed up to that point. Plaintiff stated he wanted whatever was
14 needed to make himself whole again.

15
16 53) According to the Department of Labor and Industries("L&I"),
17 Plaintiff is still owed money from Brower. L&I cannot enforce the overtime
18 or standby pay rules of the CBA. Plaintiff received a letter from Mr.
19 Hutzenbiler that was dated 5 November, 2015, and had a header with
20 Plaintiff's address. After which reads:

21
22
23 " Our File No. 3262-052

24 Dear Mr. McVeigh:

25 I am writing regarding your recent termination from J.R. Brower. Jeff

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1 Stowe local 66's business representative, investigated the facts surrounding
2 your termination. As you are aware local 66 assisted you in insuring that
3 you receive your unemployment. In addition, Mr. Stowe has ensured that
4 you receive the pay owed to you by Brower. At this point, the local
5 considers this matter closed.

6
7 In addition, I understand that you may have implicitly threatened
8 some kind of action against Mr. Stowe. Please know that local 66 takes
9 such matters very seriously, and any threats against its agents will be
10 reported to the proper authorities."

11 Then it is signed and "cc"d to Rep Stowe and Mr. Carter.

12
13 54) Rep Stowe did not file a grievance for Plaintiff. Plaintiff was
14 never involved in an investigation other than his own. Plaintiff gave Rep
15 Stowe the names of key witnesses that would clear Plaintiff's name.
16 Plaintiff pointed out to Rep Stowe discrepancies in Brower stories. Plaintiff
17 reported to Rep Stowe the harassment of Mr. Hicks towards Plaintiff.
18 When Plaintiff wanted to be made whole Rep Stowe didn't represent
19 Plaintiff. When Plaintiff initially complained, Rep Stowe passed Plaintiff off
20 to someone else that Rep Stowe knew was very busy with negotiations.
21 When Rep Stowe realized his giant mistake he lied and tried to manipulate
22 Plaintiff. When that didn't work Rep Stowe and Mr. Hutzenbiller blocked
23 Plaintiff from exercising his rights under the CBA by threatening him with
24 penalties if he kept exercising his rights.
25

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COMPLAINT

William L McVeigh
Plaintiff in Pro Per

FIRST CAUSE OF ACTION

BREACH OF CONTRACT and BREACH OF FAIR DUTY OF REPRESENTATION

55) The Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 to 50 as though fully set forth herein.

56) Owner Harnish, FABCHR Saunders, and Mr. Hicks, conspired to deceive Local 66 about the actual reason Brower terminated Plaintiff. Mr. Hicks' statement was dated the 13th of August, 2015. Rep Stowe's email to Plaintiff on the 14th of August, 2015, stated Mr. Hutzenbiler had sent a request to Brower. Plaintiff was diligent in his efforts to try and get answers to why he was terminated. Plaintiff went to L&I to get some of his final pay. Plaintiff sent a request for grievance the President of Union. Local 66 never got back to Plaintiff. The NLRB did get back to Plaintiff stating Local 66 believed since there was no just cause provision in the CBA it wouldn't survive the grievance process. Plaintiff believes it would survive the grievance process. Brower allows Mr. Hicks to keep his employment is a double standard. Plaintiff has not received his due process to have his grievances heard. Plaintiff still hasn't received his final pay, termination slip, or standby pay that are all written specifically in the CBA. The testimony ALJ Goodwin recorded shows Brower's malice directed towards Plaintiff and the unfair representation of Local 66 towards its members. The fact that Brower filed a lawsuit the day after terminating Plaintiff, against the Local 66 Trust Fund is not a good enough reason for Rep Stowe to not represent Plaintiff in matters of employment. Rep Stowe

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COMPLAINT

William L McVeigh
Plaintiff in Pro Per

1 passed off Plaintiff's rights to Mr. Hutzenbiler. Mr. Hutzenbiler then passed
 2 Plaintiff's rights to Mr. Medlin. Mr. Medlin then took Plaintiff's rights, and
 3 not his suggestions, and threw some away because he wanted to argue.
 4 Even though Plaintiff did get his ESD benefits reinstated, the Public Record
 5 shows derogatory remarks about Plaintiff as facts. Mr. Medlin's actions
 6 were unprofessional. Mr. Medlin repeatedly asked Plaintiff for a copy of
 7 the OAH decision. Plaintiff asked Mr. Medlin for a copy of Brower's
 8 allegations sent to the PLLP office. Mr. Medlin received the OAH decision
 9 from Plaintiff. Plaintiff did not receive Brower's allegations from Mr.
 10 Medlin.

11 57) By engaging in the foregoing conduct Climate Changers Inc., JW
 12 Brower Heating and Air Conditioning and International Association of
 13 Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated
 14 William L McVeigh's rights under Labor Management Relations
 15 Act(LMRA) § 301(a), (1976), 29 U.S.C. § 185(a) (1976).

16 58) By acting as aforescribed, Climate Changers Inc., JW Brower
 17 Heating and Air Conditioning and International Association of Sheet Metal,
 18 Air, Rail, and Transportation Workers, Local 66 acted with malice or with
 19 disregard for William L McVeigh's rights, causing William L McVeigh
 20 insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss
 21 of pride, loss relationship, loss of self respect, anger, anguish, loss of wages,
 22 loss of benefits, loss of future wages, and entitling William L McVeigh to be
 23 made whole in every way.

24 **SECOND CAUSE OF ACTION**

25 **BREACH OF CONTRACT and BREACH OF FAIR DUTY OF REPRESENTATION**

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William L McVeigh
 Plaintiff in Pro Per

59) The Plaintiff realleges and incorporates by reference each each and every allegation contained in paragraphs 1 to 50 AND 56 as though fully set forth herein.

60) By engaging in the foregoing conduct Climate Changers Inc., JW Brower Heating and Air Conditioning and International Association of Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated William L McVeigh's rights under Labor Management Relations Act(LMRA) § 301(a), (1976), 29 U.S.C. § 185(a) (1976).

61) By acting as aforescribed, Climate Changers Inc., JW Brower Heating and Air Conditioning and International Association of Sheet Metal, Air, Rail, and Transportation Workers, Local 66 acted with malice or with disregard for William L McVeigh's rights, causing William L McVeigh insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss of pride, loss relationship, loss of selfrespect, anger, anguish, loss of wages, loss of benefits, loss of future wages, and entitling William L McVeigh to be made whole in every way.

THIRD CAUSE OF ACTION

Intentional Infliction of Emotional Distress

62) The Plaintiff realleges and incorporates by reference each each and every allegation contained in paragraphs 1 to 50 and 56 as though fully set forth herein.

63) By engaging in the foregoing conduct Climate Changers Inc., JW Brower Heating and Air Conditioning and International Association of Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated

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1 William L McVeigh's rights under public policy.

2 64) By acting as aforescribed, Climate Changers Inc., JW Brower
3 Heating and Air Conditioning and International Association of Sheet Metal,
4 Air, Rail, and Transportation Workers, Local 66 acted with malice or with
5 disregard for William L McVeigh's rights, causing William L McVeigh
6 insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss
7 of pride, loss relationship, loss of selfrespect, anger, anguish, loss of wages,
8 loss of benifits, loss of future wages, and entitling William L McVeigh to be
9 made whole in every way.

11 **FOURTH CAUSE OF ACTION**

12 **Negligent Infliction of Emotional Distress**

13 65) The Plaintiff realleges and incorporates by reference each each
14 and every allegation contained in paragraphs 1 to 50 and 56 as though fully
15 set forth herein.

16 66) By engaging in the foregoing conduct Climate Changers Inc., JW
17 Brower Heating and Air Conditioning and International Association of
18 Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated
19 William L McVeigh's rights under public policy.

20 67) By acting as aforescribed, Climate Changers Inc., JW Brower
21 Heating and Air Conditioning and International Association of Sheet Metal,
22 Air, Rail, and Transportation Workers, Local 66 acted with malice or with
23 disregard for William L McVeigh's rights, causing William L McVeigh
24 insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss
25 of pride, loss relationship, loss of selfrespect, anger, anguish, loss of wages,
loss of benifits, loss of future wages, and entitling William L McVeigh to be

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1 made whole in every way.

2
3 **FIFTH CAUSE OF ACTION**

4 **WRONGFUL DISCHARGE**

5 68) The Plaintiff realleges and incorporates by reference each each
6 and every allegation contained in paragraphs 1 to 50 and 56 as though fully
7 set forth herein.

8 69) By engaging in the foregoing conduct Climate Changers Inc., JW
9 Brower Heating and Air Conditioning and International Association of
10 Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated
11 William L McVeigh's rights under the public policy.

12 70) By acting as aforescribed, Climate Changers Inc., JW Brower
13 Heating and Air Conditioning and International Association of Sheet Metal,
14 Air, Rail, and Transportation Workers, Local 66 acted with malice or with
15 disregard for William L McVeigh's rights, causing William L McVeigh
16 insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss
17 of pride, loss relationship, loss of self respect, anger, anguish, loss of wages,
18 loss of benefits, loss of future wages, and entitling William L McVeigh to be
19 made whole in every way.

20 **SIXTH CAUSE OF ACTION**

21
22 65) The Plaintiff realleges and incorporates by reference each each
23 and every allegation contained in paragraphs 1 to 50 and 56 as though fully
24 set forth herein.

25 66) By engaging in the foregoing conduct Climate Changers Inc., JW

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1 Case No.
3:16-cv-05174-RJB

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AMENDED
COMPLAINT

William L McVeigh
Plaintiff in Pro Per

1 Brower Heating and Air Conditioning and International Association of
2 Sheet Metal, Air, Rail, and Transportation Workers, Local 66 have violated
3 William L McVeigh's rights under public policy.

4 67) By acting as aforescribed, Climate Changers Inc., JW Brower
5 Heating and Air Conditioning and International Association of Sheet Metal,
6 Air, Rail, and Transportation Workers, Local 66 acted with malice or with
7 disregard for William L McVeigh's rights, causing William L McVeigh
8 insomnia, anxiety, depression, stress, kidney stones, headaches, hives, loss
9 of pride, loss relationship, loss of selfrespect, anger, anguish, loss of wages,
10 loss of benifits, loss of future wages, and entitling William L McVeigh to be
11 made whole in every way.

12 13 **PRAYER FOR RELIEF**

14
15 WHEREFORE, William L McVeigh prays that this Court enters judgement
16 against Climate Changers Inc., JW Brower Heating and Air Conditioning
17 and International Association of Sheet Metal, Air, Rail, and Transportation
18 Workers, Local 66 as follows:

- 19 1. For general damages of \$3,119,001.60,
20 2. For special damages of \$75,749.00,
21 3. For exemplary and/or punitive damages of \$12,478,06.40,
22 4, For Defendant's to be rehabilitated with personal, professional, and
23 social deterrence, and
24 5. For such other relief as the Court may deem just and proper.
25

Case No.
3:16-cv-05174-RJB

AMENDED
COMPLAINT

William L McVeigh
Plaintiff in Pro Per

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2 Plaintiff, William L McVeigh, hereby demands a trial by jury on all claims.
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4

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6 Dated this 10 day of MAY, 2016
7


8 William L McVeigh
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Case No.
3:16-cv-05174-RJB

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AMENDED
COMPLAINT

William L McVeigh
Plaintiff in Pro Per

HONORABLE ROBERT J. BRYAN

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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY	

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

WILLIAM L MCVEIGH,

Plaintiff,

vs.

CLIMATE CHANGERS, INC. et al.,

Defendant(s)

Case No.
3:16-cv-05174-RJB

CERTIFICATE
OF SERVICE

I certify that on May 10th, 2016, I mailed by United States Postal Service the foregoing AMENDED COMPLAINT on the following:

Daniel Hutzenbiler, 2101 4th ave STE 1000, Seattle, WA 98121

Bradley Medlin, 2101 4th ave STE 1000, Seattle, WA 98121

J. Roderik Stephens, 300 North Meridian, Puyallup, WA 98371

Dated on this 10th day of May, 2016


William L McVeigh
Plaintiff in Pro Per

No. 3:16-cv-05174-RJB

CERTIFICATE OF SERVICE

William L McVeigh
Plaintiff in Pro Per